JUDGE BUCHWALD



CONDON & FORSYTH, LLP 7 Times Square New York, New York 10036 (212) 894-6778

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

BRIESE SCHIFFAHRTS GMBH & CO. KG,

Plaintiff,

- against -

SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO.,

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	CASI	NERS ,	

VERIFIED COMPLAINT AND RULE B ATTACHMENT

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Plaintiff BRIESE SCHIFFAHRTS GMBH & CO. KG ("BRIESE") by its attorneys, CONDON & FORSYTH, LLP, as and for its Verified Complaint against Defendant, SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. ("SYMS") alleges upon information and belief, as follows:

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333. Jurisdiction is also proper pursuant to the Court's federal question jurisdiction pursuant to 28 U.S.C. § 1331.
- 2. Venue is proper under 28 U.S.C. § 1391 (d) because Defendant SYMS is an alien.
- 3. Plaintiff, BRIESE, was and is now a corporation organized and existing under the laws of a foreign country, with its principal place of business located in Leer,

Germany, who was and now is the disponent owner of the M/V NORDEROOG a/k/a M/V SYMS PEONIA, a general merchant vessel in the carriage of goods for hire.

4. Upon information and belief, Defendant SYMS is a corporation organized and existing under the laws of a foreign country, with its principal place of business located in Shandong Province, People's Republic of China.

AS FOR A FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT AGAINST DEFENDANT

- 5. On June 1, 2004, SYMS entered into a time charter with BRIESE, through its agents, CONSLOR SHIPMANAGEMENT GMBH and BBC CHARTERING AND LOGISITIC GMBH & CO. K.G. for the charter of the NORDEROOG, which was to be later renamed the SYMS PEONIA. The terms of the charter, including all addendums and riders, are plead herein as if copied *in extenso* and are attached as "Exhibit A".
- 6. Although BRIESE fulfilled all of its duties under the charter, SYMS has failed to do so, resulting in damages which, despite amicable demand, SYMS refuses to pay or otherwise secure BRIESE'S claims.
- 7. As a result of SYMS, breach of charter, BRIESE has suffered and will continue to suffer damages in the sum of \$269,319.09 as best as can now be estimated, exclusive of interest, attorneys' fees and all other equitable relief this Court deems fit to provide.
- 8. According to the Rider Clause 51 of the charter party, disputes arising from the charter shall be referred to arbitration in London, with English law to apply.
- 9. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English law. As best as can now be estimated, BRIESE expects to recover the following amounts:

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D.	Attorneys' fees and expenses	\$55,000.00
C.	Arbitrator's fees and expenses	\$35,000.00
B.	2 years compounded interest at 5% per annum	\$27,605.02
A.	On the principal claim	\$269,319.09

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APPLICATION FOR ISSUANCE OF A RULE B ATTACHMENT

- 10. Plaintiff repeats and re-alleges each and every one of the foregoing allegations as though fully set forth at length.
- 11. With respect to SYMS, this is a Complaint, *in personam*, with a prayer for process and maritime attachment and garnishment pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure, to which BRIESE is entitled.
- 12. After due investigation, SYMS cannot be found within this District within the meaning of Rule B of the Supplemental Rules, and BRIESE has made a good faith effort to locate the Defendant in this District. Upon information and belief, however, SYMS has or will have during the pendency of this action assets, comprising inter alia, cash, funds, credits, debts, wire transfers, accounts, letters of credit, freight, sub-freights, charter hire and/or sub-charter hire, of belonging to, due or for the benefit of SYMS, ("assets"), including but not limited to assets at, being transferred through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein, within this District and subject to the jurisdiction of this Court in the hands of garnishees, including but not limited to the Bank of New York Company, Inc., HSBC (USA), Bank of America, Wachovia, Deutsche Bank, Calyon, BNP Paribas, Citibank, American Express Bank, J.P.

Morgan Chase Bank National Association, UBS AG, Barclay's Bank, Credit Suisse, Bank of China, Bank of Communications, Bank of East Asia, Mega International Commercial Bank Co. and/or Standard Chartered Bank, which assets are due and owing to BRIESE.

- 13. BRIESE is not seeking this attachment for the purpose of injuring or harassing the Defendant.
- 14. BRIESE will be prejudiced in its recovery against Defendant absent a process of attachment.
- BRIESE seeks an Order from this Court directing the Clerk of Court to issue a Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and the Federal Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching *inter alia*, any assets of SYMS, which may be found in this District, specifically those found and held by said garnishees, for the purposes of obtaining personal jurisdiction over SYMS, and/or to secure its claim(s) in arbitration.

WHEREFORE, BRIESE SCHIFFAHRTS GMBH & CO. KG, prays:

- A. That due process according to the practice of this Court in admiralty jurisdiction be issued against the Defendant SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. citing it to appear and answer under oath all matters alleged;
- B. That since the Defendant cannot be found within this District, pursuant to Supplemental Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and as further requested in the attached Affidavit in Support of Prayer for Maritime Attachment, that this Court issue an Order directing the Clerk to issue Process

of Maritime Attachment and Garnishment, attaching all tangible or intangible property in whatever form, including but not limited to cash, goods, chattels, credits, debts, wire transfers, letters of credit, freights, sub-freights, charter hire and/or sub-charter hire, bills of lading, effects, monies and debts, or any funds held by the aforementioned garnishees, including assets at, being transferred through, or being transferred and/or wired to or from banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein, including, but not limited to the Bank of New York Company, Inc., HSBC (USA), Bank of America, Wachovia, Deutsche Bank, Calyon, BNP Paribas, Citibank, American Express Bank, J.P. Morgan Chase Bank National Association, UBS AG, Barclay's Bank, Credit Suisse, Bank of China, Bank of Communications, Bank of East Asia, Mega International Commercial Bank Co. and/or Standard Chartered Bank, which are believed to be due and owing to the Plaintiff in the amount of \$386,924.11 to satisfy and/or secure Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B to answer the matters alleged in the Complaint;

That this Court maintain jurisdiction over this matter through the entry of judgment or award, for any current claims, or those which may arise in the future, including any appeals; and

That judgment be granted in favor of Plaintiff and that this Court award any other equitable relief that this Court deems fit, including costs, interest and reasonable attorneys' fees.

Dated: New York, New York

July 15, 2008

CONDON & FORSYTH LLP

Attorneys for Plaintiff

By:

Lili F. Beneda (LB 1879)

7 Times Square, 18th Floor

New York, New York 10036 Telephone: (212) 894-6778

Facsimile: (212) 597-6721

VERIFICATION

Lili F. Beneda declares and states that she is an associate in the law firm of Condon & Forsyth, LLP, attorneys for plaintiff in this action, and that the foregoing Verified Complaint is true to the best of her information and belief; that the ground of her belief as to all matters not stated upon knowledge is information furnished to her to by Plaintiff and; that the reason why the Verification is not made by Plaintiff is that Plaintiff is a corporation none of whose officers or directors are present within the District.

I declare and state under penalty of perjury that the foregoing is true and correct.

Executed on July 15, 2008

Lili F. Beneda

EXHIBIT "A"



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RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE, 2005

29. Inspection / Certificare at Calling Ports

Vessel's equipment shall comply with the regulations of the countries in which Vessel, will be employed and Countries are to ensure that Vessel is at all times in possession of valid and up-to-date certificates of efficiency to comply with such regulations.

Owners are obliged to deliver and keep the Viesel, her even and crything portaining horoto supplied with up to date and complete contributes and approvals and equipment and fittings, enabling Viesel and he crew to load, early and disclosings all engine percented under this Charles Party, and to receive bunkers within the tracking limits of this Charles-Party. For oil pollotion certificates, Clause 35 to apply

If steveriores, longehoremes, or other weakmen are not permitted to work due to billion of Master and/or Owners und/or Owners' Agents to comply with regulations, or because Vessel is not in possession of such valid and up-to-date each heaters of efficiency, then Charterers may seepond hire for the time tastroly lost and Owners to pay all proven direct resulting extra expenses incurred incidental to and resulting from such fathers.

Vessel to comply with the Safety and Health Regulations and all current requirements at all posts of rail during the currency of this Charter and it is the responsibility of the Master and Owners to arrange for required vaccinations's and to keep unboard corresponding combinates.

30. Labour Beycott

In the event of loss of time due to blockade or boycott of the Vessel at any part or place arrang from terms and conditions on which members of even are employed, payment of bice shall coase for the time thereby lost, and Owners to pay all direct/proven expenses insurred incedentally due to and resulting from such blockage or boycott. Owners warrant that the Vessel is not blacklisted by any country widom the tracing limits of this Charter Farty.

33. Vessel's Light for Night Work

Vessel to provide and maintain free of expense to Charterers sufficient and officient light, as on board, to permit simultaneous cargo works at high at all hatches at the same time unless electrical clusters from since are computingly in which case some to be for Charterers' account.

32. Bullust Voyages

Owners guarantee that Vessel can safely undertake voyages in ballast without carrying solid ballast, but with fuel and water ballast only.

33. Fumigation - Cargo Gear - Putting Back - Off Here Bunkers - Crane Breakdown - Strike/Arrest

a) Fumigation Decativation

Messal to be debreted with willid derengation exemption certificate on beard and if such does not cover the whole period on time charter and furnigation and/or derengation is necessary, cost of some and detention to be for Owners' account.



RIDER CLAUSES TO M/V "NORDEROOG" SHANDONG PROVINCE YAYTAI INTERNATIONALMARINE SHIPTING CO. CHARTER PARTY DATED 1ST JUNE , 2004

b) Cargo Gesa Certificate

Vessels cargo year and all other equipment shall comply with the regulations of the countries in which Vessel will be employed and Comers are to ensure that Vessel is at all times in possession of all valid and quate-date certificates of efficiency to comply with such regulations.

c) Putting Back/Deviation

If thining the currency of this Chance, Vessel should purback while on voyage by resson of an accordant or breakflown, or there is any deviation during the course of the weyage or any less of tense caused by suckness of or accordant to crow or any person on based Vessel(other than supercargo travelling under Chances anopices) has shall be suspecided from time of her putting back until she is again in the sense or, at Charteness discretion, an equicistent position and veyage resonned there from (in the event of patting back from both or an anchorage, from time of last line at a discharging berthforwhology and time of first line at a loading berthforwhology and time of first line at a loading berthforwhology and cost or extra bunkers consulted and at proven direct resulting extra expenses resulting there from, if any, shall be for Owners' account.

(i) Crape Breakdown

The Owners undertake that the written instructions will be posted in the come eabin regarding the safe operating modes and coordinate. The Charterers or Charterers' sevendors or Charterers' operation of the Vessel's cargo gear (cranes) prior to operating same

Any and all changes/conts/expenses/ame loss caused to Owners as a result of time-handling of cargo goal by Charterers or Charterers' at exclass or Charterers' agentisservants excluding Master/Craw shall be for the account of the Charterers.

Any and all damages/costs/exponses/time lines caused to Charterers as a result of Owners and/or master's mis-instructions shall be for the account of the Owners.

In the event of disabled cargo bandling goar, or insufficient power to operate the same, the reasol is to be considered to be off hire to the extent that time is actually lost to the Charterers, unless such disablement or insufficiency of power is caused by the Charterers or Charterers' agents/servents excluding Master/Crew. If required by the Charterers, the Owners shall beet the cost of luring shore gear in her thereof, in which case the visil shall remain on here. Daily hire for shore gear not to exceed Versel's daily hire.

e) Strifte/Aprest

In the event that Vessel is delayed or undered inoperative by strikes, labour steppages or any other difficulties due to Vessel's flag. Chynership, manageness, regarity, officers and erow or lack of their beath certificates in trading prior to Vessel's conting on that including cargoes so carried, such time less to be considered as off-hire.





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE VANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE, 2869

Should Vessel be arrested during the centency of this charter at the suit of any person having or purporting to have a claim against or any interest in Vessel, unless resulting from reasons failing under Charterers responsibilities, have under this charter shall not be payable in respect of any period whilst Vessel remains under arrest or any period during which Charterers are denied full use of the Vessel.

f) Bunker Consumption During Off-bire

The value of bunkers consumed during any ad-larg period under the Charlet Party shall be for Owners' account, calculated at convent prices with the latest supporting vonches issued by OE Company.

34. P& I Cover/Cargo Claim Handling

Owners guarantee that the Vessel is entered and shall remain extered for the duration of this charge, trade a P&I Club for full cover in respect of protection and undersafty risks.

Charterens grammee that they have arranged for and shall common to have for the duration of this charter, a full cover for time-charter liabilities.

Notwithstanding anything in this Charter Party to the contrary, it is expressly agreed, that the Owners remain responsible for all personal injury to the extent of a full ship Owner P&I cover Owners to remain fully P&I covered for range claims, for which Owners could be made responsible under the terms of the Charter-Party.

Owners P&G Club is: Gard P&I Club.

Charterers P&I Club is: China Shipowiers Munual Asserance Association

Cargo claims to be artified between Charterers and Owners in accordance with the Inter-Club New York Produce Exchange Agreement 1998 and latest amendments thereto

35. Pinancial Responsibility In Respect of Pollution

(Pollution Charter Party Clause issued by INT Group of PH Clubs Sept 1996)

- Owners warrant that throughout the currency of this chanter they will provide the Vessel with the following certificates
- a) Deleted
- (ii) Confidence assert persuant to section 1915(a) of the Oil Pollution Act 1990, and section 198(a) of the Comprehensive Environmental Response, Comprehensive and Liability Act 1980, as arounded, in accordance with part 138 of Coast Guard Regulations 33 CFR, from (indicate the earliest data upon which the Owners may be required to deliver the vessel into the charter or, if fixer, the date inserted.

m sub-paragraph (a) above), so long as these can be obtained by the Owners from or by (identify the applicable scheme or schemes)





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTAL INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED ISTAINE, 2004

- Notwidistanding anything whether printed in typed herein in the contrary:
- a) Save as required for compliance with paragraph (1) kneed, Owners' shall not be required to establish or manufact framedal security or responsibility in cospect of or offer pollution demage to enable the vessel lawfully to enter, remain in at leave any port, place, territorial or contiguous waters of any country, state un territory in performance of this charter
- Charteress shall indemnify Owners and held them homeless in respect of any loss, damage, liability or express (including but not assert to be costs of any delay incorred by the vessel as a result of any failure by the Chickman promptly to give alternative voyage orders) whosever and hewsbere, arrang which Owners may sustain by reason of any requirement to establish or examine financial security or responsibility in order to enter, remain in or leave any port, place or vistors, other than to the extensi provided in paragraph (1) heavef-
- c) Owners thall not be liable for any loss, damage, liability or expense whatsoever and however arising which Charterers and/or the holders of any Bill of Lading usued pursuant to this charter may storain by reason of any requirement to establish or maintain fluoreral accuraty or responsibility in order to enter, remain in or leave any port, piece or waters, other than to the extent provided in paragraph (1) bereaf
- 3 Charteness warrant that the terms of this clause will be incorporated effectively into any Bill of Lading issued persuant to this charter.

36. Laycan and Delivery Notices

The Layean fixed for this Vessel is 0001h local time 1st August 2004 - 2465h local time 30th September 2004.

- a) Owners to narrow the laycan to 20 days spread 50 days in advance, Owners to narrow the laycan to 10 days spread 30 days in advance, Owners to narrow the laycan to 5 days spread 15 days in advance. Owners to give 45/30/15 days of approximate notice of delivery and then WS/S/M1 days of definite notice of delivery
- Conceiling Clause:
 - (a) Should the Vessel and be ready to be delivered to charterors on the agreed conceiling date, the Charterers shalf have the option of cancelling this Charter Party
 - (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to be delivered to characters by the cancelling date, they shall notify the Charters stressed without delay stating the expected date of the Messal's readiness for delivery to charteners and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new เมลิต ลูกเมืองสหว

Such option must be declared by the Charleners within 2 working days after the receipt of the Owners' nauce provided that owners can keep charterers closely infermed of Vessel's readmiss by updating fac delivery schoolele overy Merchey, Wermenday and Freday of each week starting as from 15th June





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE VANTALINTERNATIONAL MARINE SHIPTING CO. CHARTER PARTY DATED IST JUNE . 2004

2004

If the Charterers do not exercise their option of cancelling, then tells Charter Party shall be desired to remain in force and the new readings date stated in the Overest nondication to the Charterers shall be accepted as a temporary cancelling date - it is cleary understood that the cancelling date is extended described the green new readings and the final new cancelling date to be reduced assets and agreed between Coveres and Charterers which that not be unreasonably withhold

The previous of sub-chause (b) of this Clause shall operate only name, and in case of the Mesself's frenches delay, the Chartesers shall have the option of specialities, the Charter Porty of por sub-clause (a) of this Clause unless otherwise ractually agreed

37. Bunkers on Delivery/Re-delivery

Vessel to be delivered with brinkers as unbound however sufficient to safely reach the nearest main hunkering port, approximate wog 150-300 mit IPO and upproximate wog 25 - 60 mit MGO. Vessel to he resistivered with about same quantities as on delivery however sufficient to safely teach the nearest main hankering post. Charterers will redelive the Vessel with MDO instraid of MGO.

Continues to take over bookers on delivery and to pay for it together with first bire payment and have the right to deduct estimated value on bunkers on redelivery at prices (JSD) 220.- for IFO and USD 420.- for MGO respectively MDO.

Any monor differences between quantities Characterers deducted as estimation with last hire payment and value for actual quantity of bunkers on redelivery to be settled together with final line states confidencement at same prices.

Charterers shall have the option to bunker Vessel for their own account prior to derivery, provided same does not into fere with Owners business.

Owners shall have the liberty to bunker Vessel for their account prior to re-delivery, provided and intenfering with Charterers operation of the Vessel.

38, Hold Candition on Delivery - On/Off Hire Survey

a) Hold condition

Messel's helds prior to delivery or on arrival at first loadport to be clean, swept, free of infestations, occurs and cargo residues and autable in all respects for the carrage of the maximum described intake of containers and to load anyfull permassible on goes under this charter.

In case cleaning of holds should become necessary during the currency of this charter, due to nature of cargo or cargo operations, such cleaning shall be for Charterers account including removal of maducs.

On re-delivery boids to be in about same condition as on delivery, fair wear and tear and rest excepted

Vessel to richver with a full set of container lashing/securing units in good working order, smillistent for



"Nordween "J Syres



RIDER CLAUSES TO MAY "NORDEROUG" <u>SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO.</u> CHARTER PARTY DATED IST HINE JUST

the presences described meses of 30 and 40 ft conteners on declarated dock (see also clause 61).

b) Ondoff hier surveys

A point on-hare survey in delivery port, or first part after delivery, and a joint off-hire survey in redelivery port to be held and expenses for same to be shared equally between Owners and Charterers.

On-hire survey to be in Owners' time and off-hire survey in Character's' time, unless simultaneously with Charterers' operations

Survey by an independent surveyor acceptable to both parties, to motode a statement of torribers and the Jashing and securing materials on board.

Delivery and redelivery dated into the purposes of calculating has to be hated no Beijing Stangha, time.

39. Reporting etc

During voyages, Master to keep Charterers and/or their Agents informed of Vessel's position and performance in accordance with the instructions received from Charleters, Charleters and their representative, inclusive of supercargo, to have the right to use Vessel's communication facilities Charterors to reimburse Owners for such communications at actual vow

40. Hire Payment

Payment of first bind sixt bunker value Payment of fast hire and value of bunkers ordinard on delivery to be paid within face(3) working days after delivery

Against Charteners' receipt of Owners' original involves and revised copy of same if there is any error found therein, the original revised involves to be provided to Charterers before next here payment, Charterers to remit hire per telegraphic transfer to Owners' following basis account:

BREMER LANDESBANK, BREMEN GERMAN BANK CODE: 290 500 00 USD ACCOUNT NO.: 140 8999 002 SWIFT CODE: BREADE 27

IBAN: DE69790500001008999006

IN FAVOUR OF: DBC CHARTERING AND LOGISTICS GMBH & CO KC, LEER as agents to Owners.

NEW YORK CORRESPONDING BANK: CHASE MANHATTEN BANK - SWIFT: CCHASU33

VAT NR: DE 312 30 1315

Owners' final bank second as per Owners invoice.

41. Late Receipt of Hire Payments

With reference to clause 5(five) it is agreed that the him is to be considered correctly paid upon confirmation of Owners' corresponding bank that money has been reversed.



RIDER CLAUSES TO M/V "NORDERGOG! SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPING CO. CHARTER PARTY DATED ISLUME 17824

If one has not here paid to Owners in time, Owners to notify Chamerers in writing his brokers and siste with copy direct to Chamereo on Fax. (\$6.517-625407) and give their integral backing days gince to rectify see); failure. If the hire is still constanding after the three (3) clear hanking days have passed, the Owners shall be entitled without harber notice to withholding the performance of any and all of their obligations have not shall have no responsibility for any consequences thereof, in which case him shall continue to accross and my extra expenses directly scanling from some withholding shall be for Charterers' account and responsibility.

42. Deductions From Hire

Charterers shall have the liberty to deduct from last line payment any amount disbursed for Owners account, off-bine and speed clauses, previously agreed by Owners.

Charterers have the finther blusty to deduct from last sufficient him payment, estimated out of bunkers remaining on hourd on redelivery, together with a reasonable estimated amount of disburyaments for Owners account outstanding, for which vouchers have not yet outshed Charterine Notwithstanding anything supulated to the content in the Charter Party, no deductions other than stipulated in this charter shall be made, unless with the prior written consent of the Owners.

43. Loading Instruction

Charterers or their Agents to provide Master with shippers/Agents declared weight of containers, information of containers with special ancier dangerous cargo, requiring special stowage/attentions, as well as total number of containers and destination prior to commencement of loading operation each part Charterers to be responsible for any damages, delays and expenses as may sake in port or at sea from discrepancy between manifest and actual container weight

44. Breaking L.W.L.

Charterers option to break TWI, against payment of any extra insurance moleding was risk insurance and crow was bonus and exeminally promote for blocking and trapping.

45. Smoggling

Owners to be responsible for any consequences owing to snuggling by Vessel's officers and/or crew Charterers to be responsible for consequences owing to any snuggling and/or possession of illegal merchandise of their servants, or bicken in the cargo

46. Deleted

47. Renaming and Charterers Colors

Charterers have the privilege to rename vessel and/or fly their house flag and to paint and mark all outer, own water areas of the vessel, including framel and paint (herters' imagina at Vessel's sides in Charterers' ordens/standard, at their expenses and true. Charterers to repend and temark vessel in Oweners' culous/standard before refielding, at Charterers' expense and time. Owners to attend to administrative matters for the applications for both renamings and to present, in due time, respective vesseless supporting.





RIDER CLAUSES TO M/V "NORDEROOG" SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE _ 2004

expenses incurred

All expenses in connection with such renaming and for later renaming of the vessel to her old name to be for Charterers account. Vessel to be renamed to her old name price or upon redelivery. Any charter name is subject to Vessels registrys approval.

48. Refund of insurance Premium

Changers to have the begefit of any setom manager premium received by Owners from Underwriters(as and when received from Underwriters) by reason of the Vestel being in port for a unusuan period of 30 days provided the Vestel is on one, and all requirements under the terms of insurance policy for enjoying the language provided the return are satisfied and paid to Charterers with assistance of Owners.

Bimco Lay-up Clause

The Charterers shall have the option of laying up the Vessei for all or any portion (exceeding 30 days) of the Charter period, in which case hire becounder shall continue to be paid, but there shall be credited against such hire the whole amount which the Owners shall save(or reasonably should save) during such period of lay-up through reduction in expenses, less any extra expenses to which the Owner is put as a result of such lay-up. In case of lay-up Charterers to anange for docking of the Vessel at their cost prior to Vessel being put-back to service.

49. Outbreak of War

In the event of the outbreak of war(whether there be a declaration of war or not) between two or more of the following countries/areas and affecting Vessel's trading Great Britain, U.S.A., C.L.S., Germany, Peoples Republic of China, Taiwan, Japan, both Owners and Charterers shall have the right of cancelling this Charter Party munediately and Vessel shall proceed to a safe and open port at Charterers option for discharging if required, and the Vessel to be redelivered thereafter and him shall be paid till the redelivery

56. Hague Visby Rules/Bimeo Hamburg Rules Clause

A reference to the International Convention of the Unification of extain Rules relating to Bills of Lading, dated Brussels, the 25th August 1924 and Hague Rules of as anended by the Protocol signed in Brussels on the 23rd Petrouary 1986(the Hague Visby Rules) to be inserted in all Bills of Lading issued hereunder

New Jason and New Both-To-Blame Collision Clause and Clause Paramount, as applicable to apply and form part of this Chauter Party and to be incorporated in all Brills of Lading issued hercunder

Biraco Hamburg Rules Clause

Neither the Charterers not their Agents shall permit the issue of any Bill of Lading, waybill or other document evidencing a contract of carriage (whether or not signed on behalf of the Owners or on the Charterers' behalf or of any sub-Charterers) monopositing where not compulsorily applicable, the Hamburg Rules or any other legislation giving effect to the Hamburg roles or any other legislation imposing liabilities in excess of Hague or Hague/Visby Rules. Charterers shall indemnify the Owners against any liability, loss or damage which may result from any breach of the foregoing provisions of this clause.





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE 2004

51. Arbitration: Bimco Standard Law + Arbitration Clause 1998

This contract shall be governed by and conducted in accessiones with English law and any dispute arroing out of a in connection with this contract shall be referred to whitation in London in accordance with the Arbitration Ast 1996 or any statutory modefication or re-ensurem thereof savo to the extent recessary to give effect to the provisions of this Clause

The admission shall be conducted an accordance with the Lindon Maritime Arbitration Association (LMAA) Terms current at the time when the printration proceeding up commenced.

The effective shall be to finee arbitrators. Advantaiors to be slepping men/worden. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and condition of such apparetment in writing to the other party requiring the other purty to appoint its own erbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrates as sols arbitrates unless the other party appoints as own arbitrates and give notice that it has done so within the 14 days specified. If the other party does not appoint its own arkitistor and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior natice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been approinted by agreement

Nothing berom shall prevent the parties agreeing in writing to very these provisions to provide for the appearanced of a sale arbitratus

In case where nother the claim for any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration throcaedings are commenced

52. Stevenorr Damages

Chartorets are not to be responsible for damages to the Vessel celess some are notified in writing by the Master at the time of , or latest within 12 hours of, occurrence of damage, to Charterers or Charterers' Agents or supercargo. Master/Owners shall endeavour to obtain from responsible party acknowledgement of such claim. Hidden damages caused to the Vessel during the currency of this Charter Party to be reported as some as discovered but latest on redshivery. All stevedore damages afterling Vessel's class, seaworthiness and cargo carrying capathinty to be repaired instediately on occurrence at Charterers' expeases. Other stevedore demages to be repaired at next drydocking or annual repairs at Charteners' expenses but an any case prior to re-delivery

53. Double Banking

BIMCO Double Banking Clause

(a) The Charteses shall have the right, where and when it is customary and safe for vessels of samily size and type to do so, to order the Vessel to go, he is remain alongside another vessel or vessels of any size or description whatspewer or to order such vessels to come and remain alongside at such safe dock, wharf, anchurage or other place for transhipment, leading or discharging of cargo and/or bunkering.





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTAL INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE 1 2004

- (b) The Charteress shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.
- (c) Without prejudice to the generality of the Consteners' rights under (a) and (b), it is expressly appeal that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable uplnion it is not safe so to do.
- (d) The Owners shall be unated to make any coducable under the Vessel's bulk policy and the Charteress shall reunblane the Owners any additional premium(s) required by the Vessel's Underwrited and the vessel's in it policy.
- (a) The Charteses shall further informatify the Owners for any crets, damage and habilities resulting from such operation. The Vessel shall remain on him for any time loss including periods for reports as a result of such operation.

54. Dangeroux Cargo

Charterers are allowed to load max 1,000 to BMO dangerous goods, provided packed, labelled, handled, loaded, stowed, discharged in accordance with BMO and all other international and local regulations.

All extra equipment/fishings/insurance to be arranged and yaid for by Charlengs.

Prior loading of IMO cargo Master to be furnished in writing with all relevant information also IMO number etc.

The following cargoes always to remain excluded:

Livestock, intelear and/or radioactive materials/fuels/products/wastes (unless for medical purposes provided that they are of such a energiary as not to avoidance the vessel's F&I cover), toxic and/or chemical waste, accordingly declared as governments causeds, accordingly declared as governments causeds which to be allowed), explosives (except small quantities of fireverks which to be allowed), explosives (except small quantities of fireverks which to be allowed) ashestos, ferrosubcord, butes, scrap, cargoos baneed by United Nations, calcium hypoclidents of any nature, precious or rais metall or stones, bunknotes and cum any coins and any other form of currency bounds/bonds and other negociable materianisms. Otherwise as per vessel's description unless otherwise agreed.

55. Agents

The Charterers agree that their Agents will undertake normal/utime ships husbandry as Owners' Agents, free of agency fee, Owners only to pay for survices actually rendered. This shift not include any extraordinary business such as crew member desertion or being left in haspital, general average, repairs, damage to vessel and similar major items. In such case Owners shall appears their own Agents or pay Charteters' Agents the relevant agent's fee.

56.Slow Steaming

Counterers shall have the provilege of slow steaming the Vessel at any spend acceptable to Vessela





RIDER CLAUSES TO MAY "NORDEROOG" SILANDONG PROVINCE XANTAL INTERNATIONAL MARINE SHIPPING CO CHARTER PARTY DATED IST JUNE , 2004

machinitry and hull.

57. Gangway Watchman

Watchmen for congessionnesses to be for Chartegers account. Watchmen for Versel to be for Country accepted unless compolisory, they same to be for Chamerors' account

58. Container Clause

Scouring of the corgo inside containers nodec other only load that he entirely the Chartecers' contem and responsibility. Any dansage to the Vessel, her tackle, apparel, familiars or acything class remitting from insufficient securing of cargo within communers und/or other unit lead shall be required at the Charterers' expanse and time. Charterus, warms that all containers will be sealed prior to loading,

59. Reefer Containers

Vessel to provide electric power as stated by Vessel's description and Master/grew to execuse due daligence in maintaining temperature and other conditions required. Onew to menuter verfer containers twice a day weather permetting.

in case my malfilmations of realist units are found, the Master/erew shall report unmediately to Charterers and my for rependentiationance in accordance with Charlesery instructions, provided space parts are available for such work and weather committing. Any spare parts/time to be for Charterers account and came to be considered as Charlena's pervants for this task. Owners can not be held imponsible for malfuzztion of reefer contamers provided vessel's erew has executed that task as above mentioned with diredifigures. Owners can not be hold responsible for malfunction of reafer containers unless resulting from ships failure of supply sufficient electrical power.

60. Bimco Linertime Ice Clause

The vessel not to be ordered to use bound to enter any ico-bound place or any place where lights, high Bhips, matics and buoys are or are likely to be withdrawn by reason of ice on the Versel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having contributed leading or discharging. The Vessel not to be obliged to force ice, not to follow excloses when inwards bound. If on account of ice, the Master considers in dangerous to remem at the loading or discharging place for fear of the Vessel being frezen in and/or damage, he has the liberty to sail to a convenient open place and await the Charterers' fresh instruction. Betcating through any of the above causes to be for the Charterens' account.

61. Owners Lashing Gear

Owners on delivery to supply the vessel with a field set of container laching/securing materials/units which to be maintained/reconditioned by the Vessel throughout the charter period at all times for stowing containers up to maximum quantity of 20040 fi containers, as per Vessel's description.

Charterers are to be responsible for any tashing gear lost or damaged, ordinary were and tear excepted. which to be replaced or repaired by Charterers inspediately, if possible, provided Charterers receive a





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE , 2004

sterridory dismage or less report (see clause 52) to that Vessel has a full and complete act of leghing gear on board at all times draing the currency of time Charter harry

61. Errors - Natices Between Parties

To offset errors, Owners in Chamerers to give each other at least 48 hours substantiated written means before exercising their rights under this Charter Party

63. Vessel's Plans

Owners to make available to Charterers, as soon as preciped after fixing more terms, clear and legisle fraghts language GA, Capacity, Container stowage plans, lashing plan approved by class, leading scale, hydrostate curves, tackplan, ture and stability tables, speed and consumption staves, way plans, and any other plan, tables, matricules bookle, a complete and of copies of all Vessel's vertificates together with a color photograph of the Vessel for Charterers' purposes.

64. Non-Containerized Cargors

It is understood that charterers will employ the Vessel in the continuer trade. Charterers to have the option to also had lawful general breakfulk allowed for a cellular full-continuer Vessel, provided complying fully with IMO and other relevant regulations. Any extra insurance and/or any extra expenses and/or loss of time to be for Charterers account. Any deck cargo to be loaded at charterers risk and expenses but always as far as Vessels stability permits. Relative extra insurance to be for Charterers account. In case of deak stowage Bills of Lading to be claused accordingly (see CL98)

55. Dues/Taxes

All does and taxes on cargo and/or freight/Vessel to leaved against Vessel due to her having ango on board to be for Charterers' account (except moone hix levied in the country of the Vessel and/or her Owners domicile which to be for Owners' account).

Any taxesfless that may be levied on the charter-hare by any sountry or authority, other than income tax unidor other levies/texesfless that are normally payable by Owners in the country of Vessel's/Owners domicale me/or registry or residence, shall not be for Owners account.

66. Container Handling Experience.

Master, thief officer and cargo officer to have contained handling experience.

67. Quarantine Time / Expenses etc.

Normal quarantine time and expenses to enter the port to be for Charterers account but any time of detention and expenses for quarantine due to positioner, illness, etc. Of Mester, officer and ence to be for Owners account.

It is the responsibility of the Master and the Owners to arrange for vaccinations required for ports of call/ trading area where Vessel is employed and to keep on brand corresponding valid certificates.





RIDER CLAUSES TO MY "NORDEROOG" SUANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE 2204

Any additional quarterine expense or time due to Charlerers having traded Vessel to places considered unbeatiby and as a result thereof requiring additional quarantine expenses or waiting time of additional vaccination of trew, at subsequent ports of pall, shall be for Charlerers account:

- 68. Stowsway Clause-Biraco Stowaways Clause,
- 8) (i) The Charterers wereast to excusive due care and dibgenes in preventing stownways in gaining access in the Vesse) by means of securing away in the goods and/or construct shipped by the Charterer.
 - (6) If deepste the exercise of due used and differed by the Charterers, suscernly have gamed access to the Vessel by means of secreting away in the goods undfor containers shapped by the Charterers, this shall amount to breach of charter for the consequences of which the charterers about he hable and shall hold the Owners harmines and shall keep them indemnified against all claims whatsoever which may saise and be made against them. Furthermore, all time loss and all expenses whatsoever and however incurred, including times, shall be for the Charterers' account and the Vessel shall remain on line.
 - (iii) Should the Vessel be arrested as a result of the Charterent breach of charter according to sub-clauss(a)(ii)chove, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up ball to secure release of the Vessel.
- (b) If, despite the exercise of due cane and diffigured by the Owners, stowaways have gained access to the Massel by means other than secreting away in the goods and/or consumers shipped by the Charteres, all time lost and all expenses what so ever and be wade ver incorred, including fixes, shall be for the Owners' account and the Massel shall be off here.
 - (ii) Should the Vessel be accessed as a reacht of stowaways having gained access to the Vessel by oursus other than accreting away in the goods and/or containers chipped by Charteness, the Owners shall take all reasonable steps to seeme that within a reasonable time, the vessel is released and at their expressionable time, the vessel is released and at their expressionable time.
- 69, War Clause

War Risks Clause for Time Chartees, 1993 Code Name: CONWARTIME 1993

- (1) For the purpose of this Clause, the words:
 - (a) Owners, shall include the shiptowness, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Mester; and
 - (b) War Ricks shall include any war (whether account or threatened), act of war, evol war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or invincible, or against certain eargoes or crews or otherwise howsever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable indigement of the Master





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING, CO. CHARTER PARTY DATED 1ST JUNE, 2014

and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, but come, even or other normals on heard the Vessel.

- (2) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to to required to continue to or through, any part, place, area in zero (whether of land or sea), or any waterway or cannot, where it appears that the Vessel, her surge, even or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Rosks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her eatry into it, she shall be at library to leave it.
- (3) The Vessel shall not be required to load contraband cargo, or to pass through any blockade whether such blockade be imposed in all vessels, or is imposed schedively in any way whatmover against vessels of certain flags or ownership, or against certain cargoes or crows or otherwise bowseever, or to proceed to an area where she shall be subject, or is likely to be subject to a beliegerous right of search anchor confiscation.
- (4) (a) The Owners may effect war risks marranez in respect of the Hall and Machinery of the Vessel and their other interests (including, but not limited to, loss of surnings and determing, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their section.
 - (b) If the Underverters of such insurance about require payment of premiums and/or calls because, parament to the Charterers orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional gramments because of War Rusks, then such premiums and/or calls shall be reinabured by the Charterers to the Govners at the same time as the next payment of hire is due.
- (5) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as for each payment of hire is due.
 - (6) The Massel shall have liberty:
 - (a) to comply with all orders, discribins, recommendations or advice as to departure, arrival, routes, sailing in convey, ports of cell, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose that the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government, hody or group whatsoever acting with the power to complet compliance with their orders or directions.
 - (b) to comply with the order, directions or recommendations of any war tasks anticovertees who have the authority to give the same under the terms of the war risks insurance:
 - (c) to comply with the terms of any resolution of the Society Council of the United Nations, any discritives of the European Community, the effective orders of any other Supramount hody which has the right to issue and give the same, and with national hove anneal at enforcing the same to which their Owners are applicat, and to obey the orders and directions of those who are charged with their conforcement:



RIDER CLAUSES TO MEY "NORDER OOG" SHANDONG PROVINCE YANTAI INTERNATIONAL MARIME SHIPPING CO. CHARTER PARTY DATED ISTUUME, 2004

- (6) to divert and discharge at any other post any cargo or pertabere of which may tender the Messer. Isobic to confection as a contraband carrier:
- (c) to divertised call at any other port to change the erest of any part thereof or other persons on local distribution there is reason to behave that they may be subject to intemperat, unpresent to other sourceons.
- (7) If in accordance with their rights under the foregoing provisions of this Clause, the Owners shall induse to proceed to the leading or discharging posts, or any case or more of them, they shall induscible by uncoming Charterers. No carge shall be discharged at any alternative pert without first giving the Charterers notice of the Owners' intention to do so and requesting them to commerce a safe port for such discharge Fashing such maniferation, by the Charterers within 48 hours of the receipt of such matter and request, the Owners may discharge the earph at any safe part of their rown choice.
- (8) If m compliance with any of the provisions of sub-clauses (7) to (7) of this Chause anything is done or not done, such shall not be decaded a deviation, but shall be considered as the fallfillment of this Chauter Firty.

70. Deleted

71. Through and House-te-House Containers

Characters to keep Owners harmless for any additional expenses end/or damage to containers and/or cargo and for any responsibility if through or House-to-House Bills of Lading are signed, if damage/additional expenses occur after sexual descharging from or prior to leading on this Vessel.

In case Charterers' signing any of the obove mentioned Hills of Lading except Congenhalls of Lading then Charterers always to appear as Carrier in those Bills of Lading

72. Option of Premature Termination

Should the Vissel during the performance of this charter be off-hire for a period of more than therry (30) consecutive days, Charterers have the option to terminate this Charter Purty at the piece where it occars and Vessel shall proceed to a safe port at Charterers' option for descharging it required. Vessel can be redelivered unity in case Vessel is empty.

Owners that) have no abbigation from Bill of Lading issued under the Charter Party when charter is terminated

During the convercy of this Chapter Parry, the Vesnel is to be tracing on Chapterers' monumer service and it is improved that the Vessel has to keep to schedule. Should the Vessel ha persistently delayed by engine or resential gear broakdowns und/or other causes affecting his schedule(if being understand that such causes as grounding, collision, or surular cases are excluded) Chapterers shall notify Owners who shall take all reasonable steps to receify problems

73. Weather Routing





RIDER CLAUSES TO MAY "NORDEROOG" SHANDONG PROYINCE YANT ALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST HONE. 1904

Charteners may supply Oceanroutes advice to the Master, during voyages specified by the Charteners. The Master to comply with the reporting precedure of the rooting service science by Charterers, unless Master considers foute as not safe.

74. Inventory of Charterers' Equipment

The Master, as far as possible, to keep a record of all Charterers gear, equipment and/or stores supplied to the Vessel and to maintain same in good condition. Such gear, equipment, and/or stores to be redefinered to Charleners poor to redelinery of Vessel to Owners or, if requested by Charleners, at any basic during the period of the opairs, it like good order and conference as supplied (ordinary wear and toar excepted). Owners to make good any shortage and/or damage unaccounted for, onless cassed by anglarance of Charterers, then service's on Agents.

75. Deleten

76. Container Loading

Charterers have the option to load in analog on all hatches empty and/or full containers but in agreement with the Master with refrience to the strength of the hatches and the stability of the Vessel. The view, so far as weather conditions permit, to daily watch the conditions of the containers carried and relash same or lighten the busings whetever may become necessary during the voyage.

77. Crew Assistance

Timecharter here to include but not to be Limited to following works and readering customary assistance by the crew, provided allowed by local authorities/regulations/unions

- a) To get the vessel always ready for cargo work to avoid warring time in any case.
- b) Deletod
- c) Shifting operation and docking
- d) Bunkering
- e) Maintening power while loading and/or discharging
- f) Supervision/enabling steveriores to proform the cargo operations
- g) Deleted
- h)To prepare Vessel's hatches/holds and all laching/securing materials properly on deck and/or in holds prior to arrival to posts or conquescement of operations
- i) To pay due attention to the carge on board throughout the voyage.
- i) Cooling and ventilating reafts containers of which instructions to be given to the Mastes/Craw by Charterers or their agests prior to loading failing which Owners/Master/Vessel are not to be responsible.

78. Vessel Inspection

Charteress to have the option of holding a condition inspection at any time during the correctly of dus Clearer Party with 14 days notification. The Owners and Master giving every facility and assistance to carry out this inspection which to be carried out without interrupting the working of the Versel and without mounting expenses for the Owners.





RIDER CLAUSES TO MAY "NORDER GOOG" SHANDONG PROVINCE YANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE . 2004

79. Supercargo

in reference to clause 10 of this Charles Party, the Owners to provide a chear and acceptable room available. for the superceage, furnished to the same standard of other officers' calons on heart the Vessel, having aiso a writing tobie available

The Charlenus supercarged opposition to be afforded every our very end co-operation of the Messel's Command and to have free and unlimited access to the whole Vessel metadors bridge, holds and engine recens, and also to vessel's tanks including but not limited in limiters, bibrication oil sludge, ballest and freshware traks, also to the Vessel's deek and copine legiquels, made during the charter period, tank plants, cubbrations scales and/or other plans at enquested/required.

- 80. Deleted
- 81. Deleteri
- 82. Privacy

All acquiations and eventual fixtenerialities to be kept stately grivate and confidencial.

83. Description of Vessel

MV NORDEROOG - delivery expected Ang/Sept 04 ex Weitsi Shipyand / China

Sangledooker - graned - failty collabor (fixed) container vessel, with good reefer container marks on / mades deak - highest rectiass (H3) - Gibraltar flag - German Management - steelfloored - eng/or att - bowthruster fixed (abt 800 kW) - classed according to the highest standard and regulations of the Germanischez Lloyd GL+100 A5 E3 Container Ship + MC AUT E3cquipped for carrage of dangerous goods (SOLAS II-2, reg.54) in hold 1 and 2 class 1 - 9 except 6.2 & 7

Afroys 17,500 metric tons deadweight all told on about 9,90 m scapiling draft saltwater summer freehoard

Main Dimensions

Los

abt 181,00 moteys

LBP

abt 351,00 meters

DM:

alst 25,00 meters

Depth to main deck shi 13,90 meters

Are draft from base line abt, 47,50 metres

Measurement International (noine-vice nobral) F3 600.14 tax alm 6717 NT (London convention)

4 holds / 8 hatches Pontoon type ltaten no. 1 abt 12,76 m x 15,88 m hatch no.2,3,4,5,5,7 abt 12,76 m x 26,84 m



Page 29 of 39



RIDER CLAUSES TO MAY "NORDERGOG!" SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPTING CO. CRARTER PARTY DATED IST JUNE 12004

hatch no.8 abt 6,52 m x 20,84 m

hold to 1: 25,74 m/z 15,66 m/s 17,38 m (A 154-170)

3 14,60 m (Fit. 177-179)

n 9,15 m (Fr 179-157)

hebi 20 3, 28,68 et s 20,56 et x 14,60 m

held no.3: 28,08 m x 20,56 m x 14,50 m

bald so.4 19,50 m x 20,56 m x 14,50 m

Container make :

uniske 30 maks:

1304 units 261x81x81611

Stuwige:

Deck 812 units + 164/168/168/168/160/72 \ss/2nd/3/d/4th/5/t//6th uzr

Intake 40' emiss:

603 units 40'x8'x8'61 plus 98 cents of 20'

Stowago

Malif. : 225 isnits 40 h

20+2/39+8/44+10/48+10/52+10/14+0 1su/2nd/2rd/4th/5th/6th/ctr

phis 40 units of 25' Deck : 377 units 40 -

77+10/79+10/79+10/60+10/50+10/72+\$ 1st/2ss/3rd/4dz/5dr/6ds to

plus 58 units of 20"

Estimated intake based on homogenous weight basis saltwake - same to be reconfirmed by Master/Owners after delivery of the vessel)

homogeness rataker

10 mm ~ act 945 YELD

11 mts = abt 930 TEU

:4 mis = abi 850 TEU

15 mto - abi 820 TEU

All figures are given subject to vessel overal) stability, trien, visibility, construgalations, and max, permissible weights.

Reefer capacity:

258 reefer plugs / 132 on acck - 126 in held no 3 (64) and no 3 (62)

52 A 440 V , 60 Cycles

Each socket how has got a morntoning signal interface to mointer working condition of reafer container in hold no 2 either reafer conts or and conts to be loaded

Container stackweights (all in metric tons)

20: KO*





RIDER CLAUSES TO MY "NORDEROOG" SUANDONG PROVINCE VANTALINTERNATIONAL MARINE SHIPTING CO. CHARTER PARTY DATED 1ST JUNE , 2004

 Taniday
 120
 150

 Hatch boxes/Dech
 (4)
 (20

 Recovers
 70
 (20

Distribution of containing weights within a single 20740' suck on drek to comply with the brand manual for stowage and lastong of containers approved by Granderischer I, Jayd.

Cargo guant

Vessel is fation with two MacGregor cranes (toested andships) each 45 metric fone SWL / nn. i max 26 meters correach no. 2 max M metres correach

for 40 metric tons SWI, Fins 1 max 29 meters discreased and 2 max 35 metres discreased.

our outrestt 3,70 auto-s

Darworkes carages:

the wase) is able to load dangerous goods cargoes according to vessel's 'Ceroficate of Compliance for the Carriago of Dangerous Goods' however Owners do not allow to ship cargoes defined under classes 1,2 and 7 of the IMTXS code even if allowed by vessel's contificates. All other allowed engoes mentioned in IMDS code which are not explicit exclusived by Owners to be joselect/stowed/shipped/ discharged always in accordance with the IMOs, locals, fedurals and Coast Guard regulations and vessel's class and certificates.

Spend

about 19 knots at 9,90 or thatt / always subject and conditions and good weather (see conditions (bearder).

Censumption IFO 380 CST 19 knots ald 45,0 mtg 18 knots abi 35,5 mto

MOC consumption.

at sea (no reclass and without clea venicletion); abt 1,8 mto

In case of emergency and/or navigation with reduced speed and/or in restricted areas like approximes, shallow waters and when manatuvering on nivers/channels/camils/in port cosp, when shalling busher consumption might be increased.

IFO /MIXO Quality:

The first oil supplied to be accordance with 1870 580cm ISO Fuel Standard 8217: 1996/(e) Type RMG 55
The MDC supplied to be accordance with ISO Fuel Standard 8217 1996/(c) Type DMS

Charteurs shall supply satisfile fact to enable main propulation and auxiliary machinery to operate of scientify and without harmful effects. Fuels to contain no waste lubrocasts or chemicals. All fuel delevered to the wessel has to be a mineral oil product and shall not contain project for irregamic acid





RIDER CLAUSES TO MEY "NORDERODG". SHANDONG PROVINCE YANTAI INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE 1214

substances and to be of suble and hornegen streame. Studge removed, if any, to be always for Cira recess account / term

Vessel will participate in the DNV fuel quality tearing programme. Samples will be taken during each brankering. Costs involved in the amount of abi USD 400, per sample to be equally shared between Owners and Charterons.

Charterers to provide sufficient quantity of MDO during seaspassages for operating auxiliaries/generators to case of emergency.

Bunker expiritios:

Fool april 2001 time for 12,500 time exclusions.

MGO abt 200 dbm

Dire to incompatability of oils at certain times, it may be necessary on incursions to reduce these tigates in order to avoid maxing supplies. Accordingly, should Charteren request masters to broaden to capacity', final quartities that he taken at the sole description of the master and (in cirio) engineer.

Tank Capacities:

Ballast water albt 300 closs Freshwater albt 300 closs

Main engine: 2 stroke MAN B&W 6S68MC-C with abt 13.530 KW

Aux, engines: 3x diesel genesets, each 1020 kW (MDO) Emergency generate: 1 diesel generator 250 kW (MDO)

Bowtinuser: abt 800 XW

General Equipment

Force ventication in holds with 6 acrebinges bears empty holds Presidente: Evaporator: 15 mis empty per day Fitted with all modern equipment fully GMDSS fitted Acceptedation for 20 persons

All details/data are to be considered as about and are given in good fact; but without guarantee and subject to Owners/Shipbanklers' reconfirmation after commissioning/delivery from shippard: All stability calculations with regards to container load are also always project to Master's final reconfirmation after vessel's delivery from shippard.

latest update 16th January 2004

ond

34, Captions of Clauses

The explicit and headings of clauses herein are leserted for convenience only and shall not be construed to have any restrictive effect on the test bursto.

85. Strikes Pilots/Tug Bonts etc





RIDER CLAUSES TO MA' "NORDEROOG" 5HANDONG PROVINCE YANTAI INTERNATIOKAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUKE , 2024

Owners and to be responsible for any loss of time or other consequences/expenses resulting from any strike of pilots, tug-boats, imperate, or other shore lebour, unless resulting from Vesselfs/Owners (either to comply with the terms of the Charter Party or being caused by reason of Owners' side

86, Trading Exclusions

Vessel to be employed in lawful trades for the carriage of lawful merchandese only between safe part(s) or safe anchorage(s) or places(s) where Vessel one safely lie always afton, always within I.W.L. World Wide, specifically excluding following areas:

Tracing exclusions. North Korea, CLS., Cambodia, Australia, New Zealand, U.S. Pacific Inland and warbwerhichen/quarantee 2012, countries/purishman accurated by United Nation. Greenhard feeland, Farce Islands, Turkey for case of Cypr is flag only). To C., Baito Sea and St. Lewienne and Sea of Acros during written season, issuel, Syria, Lebanon, Liberia, Siena Leone, August including. Cabinela, Zeur respectively Repeblic of Cengo (formerly Zaire), Sornaha, Yenen (North and South), Eritrea, Irac, Eao, Siri Lanka, Russian/ ClS Pacific ports, Cubs exough US ban ceased or in case well has to call US commolled terretory at Guantamanno Flay, all open read steada/places, all places which are not free of swell and any somes/countries under US and/or UN and/or EU barn. No direct call between Chan and Taiwan and vice versa. No ice trading/no following are breakers.

87. Reinsertion In Trading Limits

It is agreed that, from time to time, should the political/trading situation change, the Charterers can ask for reinsertion in trading limits of an excluded country and the Owners can ask for insertion of another excluded country. Both patter agree not to unreasonably withhold their consent, but Owners reserve their rights to maintain hading status as per governing Charter Party terms.

Owners agreed to call Australia/New Zealand including territories provided fair Charterers give Owners at least 45 days notice thereof and against payment of humpsorn USD 108,800. For a period of max 12 months counting from the first call at one out of above countries

Any trading days in excess of 12 moralis to count pro rate, i.e. USD 300.- per day.

- 88. Deleted
- 89. Deleted

90. Liability Insurance

The Chanterers shall not be responsible for less of life nor personal injury nor arrest or seizure or less or demage in the Vessel audior other objects arising from perils insured by customery policies of insurance.

91. Off-Hire

After suspension of him, from any maise, the Vessel shall be placed again at Caarterers' disposal at the same part, or plane, or an equidistant position where here was suspended, except at the

Chancers may, however, in their exten scoops the Vessel on him again in such position and at such time





RIDER CLAUSES TO MAY INORDEROOG!" SHANDONG PROVINCE YANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JONE 1994

as the weard may again, in all respects be many to occupily with the reduct and directions of the Chamberra's

During any off-hire period estanates to enceed 8 days, the Owners to give the Chartesian not less than a (three-hays definite notice of resumption of the senarce.

If the Messel has been off-hire for a total period of 30 (thinty) consecutive days during this Charter Party, the Charter party, and redelivery that take place upon Messel being free of eago

92. War Risk Insurance

The Covices wished that the Vessel shall regime meaned throughout this Cherter Party against basic was tisks with the metirance company as stated in the description classes at Owners expense.

Any additional war risk insurance programs for trading to areas declared as additional promium areas by Underwriters to be for Charterers' account.

- 93. Deleted
- 94. Deleted
- 95. Deleted
- 96. Change of Flag/Registry/Sale of Vessel

Owners have the right of change the Vessel's flag and/or registry and/or to sell the Vessel, provided the someones under the to; us at the Charge Party remain unaffected

97. Stowage/Supervision

The Master shall supervise stowage of the cargo as well as manual one of his officers to supervise all loading, handling and discharge of eargu and to furnish Charterers or their Agents with stowage plans and all other decorrects customanly used.

98. Deck Cargo

The full dock is to be at Charterers disposal for eargo, subject to Vessel's stability, from, visibility and permissible weights. Any non-contamenzed range shipped on dock to be in Master's discretion, which however not to be unreasonably withhold, and always carried at Charterers Risk, expense and rangementality. The respective Bills of Lading to be claused accordingly

Owners not to be responsible for damages to or loss of cargoes leaded on deck in open top and/or flat rank containers, if caused by weather analysis seawater influence. The respective Hills of Leating to be changed accordingly.

99. Drydocking





HIDER CLAUSES TO MAY "NORDEROOG". SHANDONG PROXINCE VANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE, 2004

No drydocking decing the currency of this charter, except in research energency, or if otherwise agreed between the pathes.

100. Deleted

101. Registration for Transport of Hazardons Materials

Charterers warrant that they have filed a registration statement with the United States Department of Transportation,Research and Special Programs Administration(RSPA) for certain persons ongaged in the offering for transportation and transportation of certain hazardous materials in freeign, instrustate or interstant commence in accordance with the Hazardona Materials Transportation Canform Safety Act of 1990(HMTUSA) and wall remain so during the duration of this charter. Charterers to be responsible for all permets and regionations fortof functions and IMO margers remassary to enter and/or trade in and out of all ports during the currency of this charter and shall indemnify Owners and hold them beariness in respect of any loss, damage, hability or expense (including friest) improved on Owers and/or Vessel due to numbulfilment of the requirements of the RSPA.

102. Insured Risks

Owners to heep the Vessel fully insured against all hull risks as per Justitute Time Clauses (balls) 1.10.1983 including RDC or equivalent conditions and usual defactibles

103. Deleted

104. Birney Non-Lien Provision Clause

Charterers will not suffer not portant to be continued, say hen or occumbrance mourted by them or their Agents, which might have prienty over the rule and interest of the Owners in the Vessel.

In no event shall Charterers procure, or permit to be procured, for the Vissel, any surplies, necessaries or services without previously obtaining a statement signed by an authorized representative of the furnisher thereof, addressing that such supplies, necessaries or services are being furnished on the credit of Charterers and not on the questit of the Vessel or of her Owners, and that the formisher claims no maritime hen on the Vessel therefore.

108. Oil Spillage

Charterers will be not held responsible for oil pollution or pollution damage crused by the vessel if the pollution do not asse out of the acts of Chatterers and/or Charlerers' agents and/or Charterers' servants excluding Crew/Master and/or then to facility of Charterers and/or Charterers' agents and/or Chartererers' servants excluding Crow/Master,

106. Self-pilotage

Owners guarantee that Master shall, with full reoperation to charterers, perform the self-pilotogy without pilot and tag assistance while Versel passing characteristic aightetearrow witerstinate seastsca bays and/or entering/departing ports/herths subject permitted by local angler state authorities and always at his





RIDER CLAUSES TO MAY "NORDEROOF" SHANDONG PROVINCE VANTALINTERNATIONAL MARINE SULPTING CO. CHARTER PARTY DATED ISTAINE . 2024

discretion, but such self-pilotoge shall not be unreasonably withheld by Master as long as the vecation? safety coacitions pramit, but compaisony pilotage is always excepted

The bonus for such self-pilorage to be sealed directly between Charterers and Master as per Charterers' customary pay to similar wheels.

107. Losses

Whenever under the tames of this contract Owners/Chiefers may be responsible for loca of time, costs and expenses, remorphences, these being limeted to depet proven and analyted at penses. Comparison. iosses to be expressively rachided

108. Extra insurance

Charterest option to break IW), against payment of all exter marraner of which promium shall be in line with the additional premium quoted by Lloyds of London and to be paid by Characters with next lare payment ofter receipt of involve from Owners' inscrence broken telefax by Owners

Owners to mail to Charleners the uriginal as some as topicized but fax empt is sufficient for arrangement of exha msurance.

In case Charterers calling areas where extra insurance is necessary then Chartevers to inform Concers at beast four (4) working days paids entering the respective postarea in order. Owners have sufficient time to arrange for extra insurance coverage.

169, U.S. Custones-Trade Partnership Against Terrorism (C-IPAT) Clause

The Charleters have voluntarily signed the C-TPAT Agreement with the U.S. Customs Service. The Owners, Master and Crew will use reasonable efforts to assist the Charterers to comply with fiver obligations under the C-TPAT Agreement. However, under no encounstances shall the Owners, Master and Crewice hable for any delays, lesses or damages howevever arising out of any failure to meet the requirements of the C-TPAT Agreement signest by the Charterers.

The Charterens agree to indemnify and hold the Owners, Master and Crew harmless for any claims made against the Owners, Master and Crew or for any delays, losses, demages, expanses or panalties suffered by the Chyases arising out of the CHTPAT Agreement signed by the Charterens

H0. U.S. Security Clause for Time Chartering

If the Vessel exile in the United States, including any U.S. ten new, the following provisions shall apply with respect to any applicable security regulations or measures:

Notwithstanding anything else contained in this Charter Party all casts or expenses susing out of or related to security regulations of measures required by any U.S. authories including, but not limited to, security guards, launch services, and escorts, port secundy fore or axes and inspections, shall be for the Charlerent' account, unless such posts or expenses residt solely from the Owners' negligence.





RIDER CLAUSES TO M/V "NORDERODG!" SHANDONG PROVINCE VANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED :STJENE . 2004

- 145 U.S. Customs 24 Hours Rule Clease for Time Charter Parties
- (b) If leading raigo destined for the US or passing through US parts in transit, the Charlecter shall
 - (i) Provide all necessary information, upon request by the Owners to the Owners uncless field agents to enable them to submit a timely and accurate cargo declaration directly to the US Customs; or
 - (b) If permitted by US Customs Regulations (19 CFR 4.7) or any subsequent amendments thereto, submit a daign declaration directly to the US Customs and provide the Owners with a cupy thereas

In all discurrentences, the cargo declaration must be admitted to the US Customs latest 34 hours in account of leading.

- (b) The Charteress assume hability for and shall unlamility, detend and hold harmless the Owners against any loss and/or damage whatscever (including consequental) lost acceler damage) and any expenses, itses, penalties and all other claims of whatscever nature, unduling but not broated to legal costs, arising from the Charterers failure to comply with the provisions of sub-clause (a)
- (c) If the Vessel is detained, attached, scized or arrested as a result of the Charteners' faithre to comply with the provisions of sub-clause (a), the Charteners shall provide a bond or other security to ensure the prompt release of the Vessel. Notwithstanding any other provision in this Charten Party to the contrary, the Vessel shall remain on him.

112, ISPS Clause

- (a) From the date of coming into force of the International Code for the Security of Shaps and of Fort Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall produce that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interior International Ship Security Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).
 - (ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by father on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.
- (b) (a) The Charterers shall provide the CSO and the Ship Secondy Officer (SSO)/Master with their full style contact details and, where sub-letting is permitted under the terms of this Charter Party, shall ensure that the contact details of 50 sub-charterers are likewise provided to the CSO and the SSO/Master. Furtherness, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision. "The Charterers shall provide the Overta with their full, style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-charterers are likewise provided to the Overta."





RIDER CLALISES TO MAY INORDEROOC! SHANDONG PROVINCE YANTAL INTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED 1ST JUNE , 2004

- (ii) Except as otherwise provided in this Charter Pioty, Icos, demage, expense or delay, excludion consequential loss, caused by fallow on the part of the Charterers to comply with this Clause shall be for the Charterers' account.
- (c) Notwithstanding anything else contained in this Charter Parry all delay, come or expenses whintsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not lended to, according guards, leaded someons, the cleanures with the ISPS code including, but not lended to, according guards, leaded someons, the cleanures account, unless such costs to expense result solely than the Dwiners' negligence. All measures required by the Owners to comply with the Sarp Security Plan shall be for the Owners' account.
- (3) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indentify the paying party.

113. US Customs Advance Natification/AMS Clause for Time Charter Parties

- (a) If the Vessel loads or carries cargo destined for the US or passing through OS ports in transit, the Charterers shall comply with the current OS Customs regulations (19 CFR 4.7) or any subsequent amendments thereto and shall undertake the role of carrier for the purposes of such regulations and shall, in fact two name, time and expense.
- Have in place a SCAC (Standard Corner Alpha Code);
- u) Have in place in ICB (International Carrier Bond),
- nt) Provide the Owners with a timely conformation of i) and z) above, and
- 19) Submit a cargo declaration by AMS (Automated Manufest System) to the US Customs and provide the Owners at the same time with a copy thereof.
- (b) The Charterers assume liability for and shall indennify, defend and held harmlass the Owners against any lots and/or damage wholsoever (including consequential less and/or damage) and/or any expenses, tines, penalties and all other claims of whatsoever nature, including but not limited to legal costs, ansing from the Charterers fashers to comply with any of the provisions of sub-clause (a). Should such fashers result in any delay then, notwithstanding any provision in this Charter Party to the contrary, the Vessel shall remain on hire.
- (c) If the Charterers' ICB is used to meet any penalties, duries, taxes or other charges which are solely the responsibility of the Owners, the Owners shall promptly reimburse the Charterers for those amounts.
- (d) The Assumption of the role of carrier by the Charterers pursuant to this Clause and for the purpose of the US Customs Regulations (19 CFR 4.7) shall be without prejudice to the identity of carrier under any bill of lading, other context, low or regulation.

114 Off-bire Periods

Charterers have the option to add on the charter period any part of off-have periods





RIDER CLAUSES TO MAY "NORDEROOG" SHAPDONG PROVINCE YANTALINTERNATIONAL MARINE SHIPPING CO. CHARTER PARTY DATED IST JUNE, 2004

NEW BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is heroland while performing this Charter Party fails to be determined in accordance with the fews of the United States of America, the following clause shall apply.

BOTH TO BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as result of the negligenee of the other ship and any est, neglect or definit of the Master, maniner, pilot or the servants of the carrier in the navigation or in the management of the simp, the Owners of the goods canied hereunder will independ the earnier against all koss or liability to the other or non carrying ship or her Owners in so far as such loss or liability represents loss of or camage to or any claum whatshown of the Owner of the said goods, paid or payable by the other non-carrying stop or her Owners to the Owners of the said goods and set off, recruped or receivered by the other or non-carryong shap or her Conners as post other claim against the carrying shap or carried.

The foregoing provisions shall also apply where the Owners, Operators or these in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at facili in respect to a calbaion ra contaet *

And the Charters shall procure that all Bills of Loding issued tode; thus Charter Party shall contain the same alasse.



